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6 *the Class Members*

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10 **UNITED STATES DISTRICT COURT FOR**
11 **THE NORTHERN DISTRICT OF CALIFORNIA**
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13 Chelsea, LLC, Mark Russo, Allen Loretz, and
14 Ivan Simpson, individually and on
behalf of all others similarly situated,

15 Plaintiffs,

16 v.

17 Regal Stone, Ltd., Hanjin Shipping, Co., Ltd.,
18 Conti Cairo KG, NSB Neiderelbe, Synergy
Maritime, Ltd. *In Personam*; M/V Cosco
19 Busan, their engines, tackle, equipment,
appurtenances, freights, and cargo *In Rem*,

20 Defendants.
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Case No. C-07-5800-SC

**PLAINTIFFS' REPLY TO DEFENDANT
REGAL STONE'S "NON-OPPOSITION"
AND RESPONSE TO MOTION FOR
LEAVE TO AMEND VERIFIED FIRST
AMENDED COMPLAINT**

Date: July 25, 2008
Time: 10:00 a.m.
Dept.: 1, 17th Floor
Hon. Samuel J. Conti

23 Defendant Regal Stone, Ltd. ("Regal Stone" or "Defendants") filed a statement of non-
24 opposition pursuant to Local Rule 7-3(b) in response to Plaintiffs' Motion for Leave to Amend
25 the First Verified Complaint. In light of the non-opposition by Defendants and for the reasons
26 stated in Plaintiffs' motion, Plaintiffs hereby respectfully request the Court to enter Plaintiffs'
27 [Proposed] Order, granting Plaintiffs' Motion for Leave to Amend the First Verified Amended
28 Complaint, filed therewith.

With respect to Regal Stone's so-called "clarification" of the discussions leading up to the filing of the motion and amended complaint, Plaintiffs respectfully disagree. Regardless of the disputed facts leading up to the filing of the present motion, Regal Stone provides no reason for not allowing the proposed amended complaint. *First*, there is no basis in American civil jurisprudence for requiring defendant's prior approval of the *substantive contents* of an amended complaint. In terms of procedural safeguards, Plaintiffs' counsel made it perfectly clear to Regal Stone that, by agreeing to stipulate, Defendants would *not* waive any rights they would have otherwise under the Federal Rules of Civil Procedure. *Second*, it is unclear why Defendants would believe that Plaintiffs would seek to dismiss the action against Conti Cairo and NSB Neiderelbe *only*, without further modification of the complaint. During the meet and confer session, Plaintiffs' counsel explained that it would be a waste of judicial resources to amend the complaint *twice* (i.e., dismissing the two defendants per Regal Stone's request and a second time for making the amendments that Plaintiffs also seek) when it can be done with one filing.

It is clear that both parties acted in good faith, yet failed to reach an agreement. As the *undisputed* facts show, Plaintiffs not only agreed to Defendants' proposal to dismiss Conti Cairo and NSB Neiderelbe, but also agreed to provide a "sneak peek" of the proposed amended complaint. Defendants, on the other hand, agreed to accept service on behalf of Fleet Management Limited. And, finally, both parties are happy (and finally in agreement) that this issue will soon be resolved.

Dated: July 11, 2008

AUDET & PARTNERS, LLP

/s/ Adel A. Nadji
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On Behalf of Plaintiffs and the Class